

COST SHARE AGREEMENT

**DEPARTMENT OF AGRICULTURE
UNITED STATES FOREST SERVICE**

And

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

The following is the cost share agreement between the above named agencies as it was negotiated for the following incident.

INCIDENT NAME: Sayre

INCIDENT NUMBER BY AGENCY: LFD: CA-LFD-001460
LAC: CA-LAC-257946
USFS: CA-ANF-004333 (PNEPG8)

INCIDENT START DATE AND TIME: November 14, 2008 2239 hours

JURISDICTIONS: USFS – Angeles National Forest
LAC – Los Angeles County
LFD – Los Angeles City

INCIDENT CAUSE: Under Investigation

COMMAND STRUCTURE: Single Command: 11/14/08 2239 hours
Unified Command: 11/14/08 2300 hours

COST SHARE PERIOD: START: November 14, 2008 2239 Hours
END: November 24, 2008 1800 Hours

INCIDENT COMMANDER: John Thomas, Angeles National Forest
INCIDENT COMMANDER: Rocky W. Opliger, USFS, IIMT4
INCIDENT COMMANDER: John B. Tripp, Los Angeles County Fire
Department
INCIDENT COMMANDER: Gregory A. West, Los Angeles Fire
Department

AGENCY REPRESENTATIVES: Marty Dumpis, Angeles National Forest, USFS
Stan Lake, Riverside Unit, CAL FIRE

UNIFIED ORDERING POINT: Los Angeles County Fire Department

Agency Representatives participating in development of this cost share agreement.

Marty Dumpis, United States Forest Service, Angeles National Forest
Stan Lake, California Department of Forestry and Fire Protection
David Conklin, United States Forest Service, Angeles National Forest
Rocky W. Opliger, United States Forest Service, IIMT4
John B. Tripp, Los Angeles County Fire Department
Gregory A. West, Los Angeles Fire Department

This cost share agreement between the Department of Agriculture, United States Forest Service (USFS) and the State of California, Department of Forestry and Fire Protection (CAL FIRE) was prepared under the following guidelines:

1. In accordance with the California Master Cooperative Wildland Fire Management and Stafford Act Response Agreement (CFMA) between the USDA, Forest Service, USDI, Bureau of Land Management, USDI, National Park Service, USDI, Fish and Wildlife Service, USDI, Bureau of Indian Affairs, and the California Department of Forestry and Fire Protection (CAL FIRE).
2. In accordance with the Cooperative Fire Protection Agreement between the Angeles National Forest and the Los Angeles Fire Department (LFD) and the corresponding Annual Operating Plan.
3. In accordance with the Fire Protection Agreement between the California Department of Forestry and Fire Protection and the Los Angeles County Fire Department and its annual Operating Plan.
4. In accordance with the California Fire Assistance Agreement (CFAA) between the USDA, Forest Service, USDI, Bureau of Land Management, USDI, National Park Service, USDI, Fish and Wildlife Service, CAL FIRE and the California Office of Emergency Services
5. All costs originating from orders placed by and for the incident that can be reasonably obtained and estimated for the cost share period will be included in this agreement and will be shared on the basis of the ICs/ARs' mutual agreement.
6. Costs for non-expendable property purchases by each agency will be charged direct to that agency and will not be shared.
7. Costs incurred by cooperators not engaged in joint fire suppression activities will not be included as a part of this cost share agreement.

8. Agency specific costs will not be shared.
9. Responsibility for tort claim costs or compensation for injury costs will not be a part of this agreement. Responsibility for these costs will be determined outside of this agreement.
10. Non-suppression rehabilitation costs are the responsibility of the jurisdictional agency and will not be shared.
11. Daily cost sharing will be documented and approved by the ICs/ARs for cost apportionment.
12. Sharing of final actual costs between the agencies will be based on a summary of daily estimated incident suppression costs and each agency's proportionate share thereof as agreed to by the jurisdictional representatives.
13. Shared costs will be based on the Incident Commanders/Agency Representatives mutual judgment and agreement as to threat, incident objectives, and resources assigned for each agency's area of responsibility.
14. Aircraft and retardant costs will be shared on an actual use basis as determined by the Incident Commanders/Agency Representatives and will be calculated as a separate cost except as described in the corresponding attachments.
15. In recognition of their responsibility to protect the City of Los Angeles, and except as itemized below in Section 16, all resource costs attributed to the Los Angeles Fire Department (LFD) for this incident will be considered the financial responsibility of the LFD. The parties to this agreement agree this contribution by the LFD represents their share to meet their obligation for life and property protection to the City of Los Angeles as described by cost apportionment. These resources cannot be billed to or reimbursed by either the United States Forest Service or the CAL FIRE. Any costs or associated costs are not sharable and will not be included in the cost pool.
16. The LFD may bill the United States Forest Service for the resources identified in Attachment A to this agreement and properly recorded through the Resource Order and Status System (ROSS) in use during the cost share period. These billable resources will be billed at the rates agreed to by the Angeles National Forest and the LFD in their Cooperative Fire Protection Agreement. Reimbursement made by the United States Forest Service to the LFD will be included in the incident cost package and will be sharable costs and will be included in the cost pool by the United States Forest Service.
17. In recognition of their responsibility to protect their jurisdiction within the County of Los Angeles, the resource costs attributed to the Los Angeles County Fire Department (LAC) and itemized in Attachment B to this agreement will be

considered the financial responsibility of the LAC. The parties to this agreement agree this contribution by the LAC represents their share to meet their obligation for life and property protection to their jurisdiction within the County of Los Angeles as described by cost apportionment. These resources cannot be billed to or reimbursed by either the United States Forest Service or the CAL FIRE. Any costs or associated costs are not sharable and will not be included in the cost pool.

18. Outside of the resources identified in Attachment B to this agreement, LAC may bill the CAL FIRE for LAC resources properly recorded through ROSS in use during the cost share period. Any billable resources billed to CAL FIRE will be billed according to the terms of the Fire Protection Agreement and its annual Operating Plan between CAL FIRE and the LAC. Reimbursements made by CAL FIRE to the LAC will be included in the incident cost package, will be sharable costs, and will be included in the cost pool.
19. A number of resources were assigned to this incident using the CFAA. The reimbursement for those resources will be the responsibility of CAL FIRE. Except for the resources listed in Attachment C, the cost of these resources will be the responsibility of CAL FIRE, are not sharable and will not be included in the cost pool.
20. It is recognized that the assignment dates/times for resources recorded in ROSS for this incident may not appropriately reflect the actual assignment dates/times for all resources. The parties to this agreement will accept other appropriate documentation from the participating agencies that more accurately reflect actual assignment dates/times.
21. All resources that responded to the incident that did not receive a resource order request number through ROSS during the incident cost share period are not billable or reimbursable by either the United States Forest Service or CAL FIRE. Any costs or associated costs are not sharable and will not be included in the cost pool.
22. An administrative charge, the pre-established percentage set by each agency, will be applied by the agency issuing the settlement billing for the net amount owed.
23. Within five months the two parties to this agreement will meet to determine the total costs of each agency. The agency whose total actual costs exceed their proportional share of the overall incident final costs as determined within this agreement will bill the other agency. The billing, when paid, will result in each agency sharing overall incident costs as herein agreed.

COST SHARE AGREEMENT for the SAYRE Incident.

24. The following agencies will be responsible for collecting actual cost/expenditure data that will make up the cost pool of shareable costs.

COST SOURCES

RESPONSIBLE AGENCY

Federal Agency
State Agency

USFS – Angeles National Forest
CAL FIRE – San Bernardino Unit

COST SHARE AGREEMENT for the SAYRE Incident.

In accordance with the attached documentation, it is hereby agreed that the cost sharing of this incident will be:

**CALCULATIONS OF THE USFS and CAL FIRE COST SHARE PERCENTAGE
FOR THE SAYRE COST SHARE AGREEMENT**

PERCENTAGES FOR GROUND RESOURCES AND AIR RESOURCES FROM
THE COST APPORTIONMENT WORKSHEET WITHOUT LAC AND LFD SHARE

	<u>GROUND</u>	<u>AIR</u>
USFS	48.24%	60.41%
CAL FIRE	<u>9.14%</u>	<u>31.26%</u>
<u>TOTAL</u>	57.38%	91.67%

TO APPORTION LAC AND LFD COMBINED COST SHARE PERCENTAGE OF
GROUND RESOURCES OF 42.69% TO THE USFS AND CAL FIRE, THE
FOLLOWING CALCULATION WAS COMPLETED, RESULTING IN THE
REPRESENTATIVE VALUES BELOW.

$$\begin{array}{lll} \text{GROUND} & X = 1.0/57.38 \times 100 & X = 1.7428 \\ \text{FS} = 48.24 \times 1.7428 = 84.07 & \text{CAL FIRE} = 9.14 \times 1.7428 = 15.93 & \end{array}$$

TO APPORTION LAC AND LFD COMBINED COST SHARE PERCENTAGE OF
AIR RESOURCES OF 8.32% TO THE USFS AND CAL FIRE, THE FOLLOWING
CALCULATION WAS COMPLETED, RESULTING IN THE REPRESENTATIVE
VALUES BELOW.

$$\begin{array}{lll} \text{AIR} & X = 1.0/91.67 \times 100 & X = 1.0909 \\ \text{FS} = 60.41 \times 1.0909 = 65.90 & \text{CAL FIRE} = 31.26 \times 1.0909 = 34.10 & \end{array}$$

AGENCY	GROUND	AIRCRAFT
USFS	84.07%	65.90%
CAL FIRE	<u>15.93%</u>	<u>34.10%</u>
TOTAL	100%	100%

COST SHARE AGREEMENT for the SAYRE Incident.

This agreement and the apportionment are our best judgments of agency cost responsibilities.

Marty Dumpis
United States Forest Service

Stan Lake
State of California, Department of
Forestry and Fire Protection


Deputy Forest Supervisor


Agency Representative

USDA Forest Service
Angeles National Forest
701 North Santa Anita Avenue
Arcadia, CA 91006
(626) 574-5216

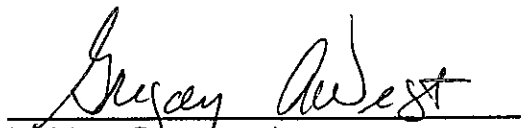
State of California, Department of
Forestry and Fire Protection
Riverside Unit
210 West San Jacinto Street
Paris, CA 92570
(951) 486-2770

The following contributing agencies concur with this agreement and apportionment.

John B. Tripp
Deputy Chief
Los Angeles County Fire Department

Gregory A. West
Assistant Chief
Los Angeles Fire Department


Incident Commander


Incident Commander

Los Angeles County Fire Department
North Operations Bureau
26320 Citrus Street
Santa Clarita, CA 91355
(661) 286-2792

Los Angeles Fire Department
200 North Main Street
Room 1800
Los Angeles, CA 90012
(818) 756-8636

Date of this finalized agreement: November 24, 2008

COST SHARE AGREEMENT for the SAYRE Incident.

Contacts are:

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Cost Apportionment Technical Specialist
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Attachments A, B and C follow/

COST SHARE AGREEMENT for the SAYRE Incident.

ATTACHMENT A

The following resource costs may be billed to and reimbursed by the United States Forest Service in accordance with the terms of the agreement between the United States Forest Service and the LFD:

Aircraft resources identified in ROSS by Request Number A-26

ATTACHMENT B

In recognition of their responsibility to protect their jurisdiction within the County of Los Angeles, the LAC has incurred costs associated with the following resources and the associated costs will be considered the financial responsibility of the LAC. The following resource costs will not be billed to or reimbursed by either CAL FIRE or the United States Forest Service:

Aircraft resources identified in ROSS by the following Request Numbers:

A-28 and A-29

ATTACHMENT C

The following resources ordered using the CFAA will be billed to CAL FIRE. These resource costs are sharable and will be in the cost pool:

1. Overhead resources identified in ROSS by the following Request Numbers:
O-84, O-87, and O-161
2. Ground equipment resources identified in ROSS by the following Request Numbers:
E-82, E-83, E-84, E-167, E-171, E-272, E-277, and E-322